UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF VIRGINIA

Richmond Division

ELIZABETH STREZA

Plaintiff

V

BANK OF AMERICA, et al.,

Defendants

CIVIL ACTION NO 3:13-CV-573

RESPONSE TO MOTION TO DISMISS BY THE DEFENDANTS

I, the Plaintiff, would like to correct the addressing of the Defendants. Fortunately, the Plaintiff's name has not changed several times like the Defendants, so it's easy to identify myself. However, since I was notified in the Defendants' Motion to Dismiss of their new name, Bank of America, N. A. (BANA), BAC Home Loans Servicing, L. P. and Countrywide Bank, FSB, I would like to address the Defendants correctly from now on. Evidently BANA existed as of July 1, 2011. However, in the class action lawsuit filed on April 4, 2012, the United States of America, et al., v Bank of America Corp., et al., BANA was not listed as such, even though the case was filed after July 1, 2011. Therefore, I did try to get it right. Please refer to case United States of America, et al, v Bank of America Corp, et al., (case1:12-cv-00361-RMC The National Mortgage Settlement case, more commonly addressed) which states the exact identification of the Defendants, and I identified them the exact same way. Since getting the names and contact information is a challenge, may I ask the court that the Defendants' counsel reveal all such contact information, especially when it keeps changing. Also, if there are no objections from the Defendants, I would like to drop Countrywide Bank FSB from the lawsuit, because although the Defendants all worked together in many capacities, and are connected with one another, Countrywide got out of the scene and assigned my mortgage to Bank of America Corporation, before I started getting behind on my payments. While my loan was with Countrywide, I was never behind on my payments. The Defendants objected being referred to as BOA, for Bank of America, because they allege that it somehow does not properly identify them. However, in **Exhibit AA,** they refer to themselves as simply B of A. The form was filled out by B of A in Atlanta, and the Exhibit itself will be used for a bigger purpose in another claim here in this response.

BACKGROUND

Plaintiff Elizabeth Streza, pro se, is making claims that originated from a mortgage loan transaction entered into by Plaintiff on January 24, 2006 in the amount of $176,000 (the "Loan"), to purchase the property located at 2244 Orion Road, Jarratt, Virginia 23867 (the "Property").

FACTS

In the statement of facts filed by the Defendants, they say that a loan modification was offered me. I believe that I made the point that the modification was nothing that was promised me in Atlanta, GA at the Save the Dream event, sponsored by Neighborhood Assistance Corporation of America (NACA),on June 13, 2010. Everything seems correct on the paperwork from Atlanta, except the document signed by the Bank of America was incorrectly dated 5-13-2010. Our meeting was in fact at the Save the Dream event on June 13, 2010. It was just a typo by Bank of America. Please **see Exhibit AA.** The document signed by the Defendants' representative, says that she would order the determination of value of my property. That was in order to confirm the lower value of my home compared to what I owed on it, in order to qualify for a principal reduction, therefore reducing my payment to something I could afford with my lower income at the time. I provided all the documents they requested, however, defendants never provided me with any information of an appraisal. In fact, it is customary for the appraiser to call the home owner to make an appointment to come see the house inside and out, and that never happened. When I tried to contact BOA repeatedly, I got no answer. I also tried to get help through NACA, however, they were going through disputes with the Department of Housing (HUD) during that time, and HUD cut off their financing, which may explain why they could not help me at the time. The dispute between NACA and HUD got settled out of court, but only due to a lawsuit a year later, in 2011, and that is when I learned about this as well. Then, NACA was back in business to help distressed homeowners. What is significant about this dispute between NACA and HUD, which affects me in this case is that, the Defendants, should have known from working and servicing loans for Fannie Mae, that Fannie Mae never does principal reductions on mortgages, according to documents obtained from NACA at a press conference in Washington DC in July of 2011. NACA called me and invited me to go to the press conference to help advocate a solution to my mortgage problem. Please see **Exhibit BB** from NACA which explains the devastating effects of Fannie Mae backed loans. After the press conference, I realized why the promise of a principal reduction by the Defendants to make my loan work was not taking place because Fannie Mae would never allow it. Other mortgage companies worked greatly on helping distressed home owners; however, I was stuck with Fannie Mae, that wouldn't cooperate. However, the Defendants were not honest with me in telling me the opposite of what was true; they gave me hope for an affordable loan modification based on the lower value of my home, which they were going to confirm by ordering an appraisal, when all along they knew they could not deliver because of Fannie Mae. I drove all the way out to Atlanta, GA, took my sick mother with me, stayed in a hotel for two days, had car troubles. It was the very last long distance trip for my mother, as she could not tolerate long trips anymore. She died, God rest her beautiful soul on April 18th, this year, 2013. The trip was very hard on her, and expensive on me, as Atlanta is

approximately 600 miles from home, 1200 miles round trip. Mom and I returned home in a rental car, as I could not afford to fix the broken transmission on my vehicle that took place on our trip to Atlanta, and had no access to my local reasonable mechanic. All that work, provided every single document they ever asked for, and broke their promises to reduce principal on my mortgage to make my loan affordable. I was waiting the whole time for the Defendants to order their appraisal. I even made comparable properties available to them from the realtor.com website. Instead of working with me, BANA pushed to foreclose, while I was waiting, and believing that the modification they really promised me will come through some time, and never did. The Defendants did not get qualified people to call back with answers. I only figured out a year later from NACA at the press conference in Washington, DC, that the Defendants never meant what they said.

As far as any time barring, that could be overruled in court. However, with all due respect, the forensic audit was done by a third party ordered by NACA, and possibly the Defendants as well, since NACA works together with Bank of America. Since the Exhibit of the Forensic audit was shared with all parties in the original complaint, the report explained the violations, and I thought they were self explanatory. This is one of few reasons why I will ask the court for permission to amend my complaint in the final paragraph.

In the argument section using Ashcroft v Iqubal, I was really wondering why the Defendants were using such a case. Ashcroft was the head of the FBI, and Iqubal was a terrorist. Are there some innuendos here? I came to this country from Romania in 1974 as a little child, grew up in America, became American right away, even though I did not get my citizenship until 1984, and it was the proudest day of my life when I became a US citizen. I have been a very productive citizen, and very patriotic towards our country. I have a sister, also from Romania, that served in the U.S. Navy protecting our great nation. The mortgage companies bail out cost tax payers 800 billion dollars. And they were not happy with just the money, they want our houses too, and pay for their bail out. They destroyed careers in the process, including mine. Are they comparing anyone who has to fight them to terrorists?

Defendants claim that the Plaintiff's complaint Fails to Comply with Rules 8(a) and 12(b)(6), and the Plaintiff does not believe it to be so. In rule 8a, the complaint has to contain a short and plain statement of the claim showing that the pleader is entitled to relief. I am trying to do just that, however, in order to bring the claims and back them up are the results of events that happened since 2009, and actually before, because the Defendants knew things that I didn't, which ended up hurting me. The Defendants made my life miserable by falling through on a promised loan modification, devastated my career by constantly changing the standard and guidelines for lending and not nearly as many people can buy homes now, and it takes a lot longer and much more red tape to do so, marketed my property for sale behind my back to Aubrey Wray, my neighbor, in 2012 through a local realtor, and my home was not for sale, in violation of 15 U.S.C. 1692c (b). Mr. Wray will have to write a declaration to that fact or be subpoenaed in court. Plaintiff is in the process of working that out. The law states that "a debt collector may not communicate, in connection with the collection of any debt, with any person other than a consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the attorney of the creditor, or the attorney of the debt collector." Mr. Aubrey Wray is

none named in the law that the Defendants should be talking to about what my debt was at the time. Also, the Defendants, tried to do two unauthorized foreclosures; one in October of 2010, and also in March of 2012. And there are facts supporting these claims. Then, I asked the court for relief in my complaint.

How can everything that happened surrounding this case in a matter of years be put in a sentence or short statement? It is actually something similar to Marie Antoinette's response to the beginning of the French Revolution. Many things led to that, of course. The hungry mob of people forced their way into the palace and told the queen, Marie Antoinette, that the people are hungry and need bread to eat. She promptly told them that they should start eating cake instead. The people were obviously outraged with good reason. However, that is what is happening here; The Defendants, a big business that has it good with the government recipient programs, are certainly not worried about their own possibility of homelessness, so they mock anyone that tries to make them responsible. Also, I would like the court to consider Conley v Gibson, 355 US41 (1957), and the Conley presumptions (that is what they seem in pre-trial):

1. Plaintiff allegations are true.

2. Facts are construed as most favorable to the Plaintiff.

3. Cannot dismiss case unless proven beyond a doubt that Plaintiff can prove no set of facts in support of his claim which would entitle him to relief.

Both Conley and I have one thing in common; we both ended up without jobs because of some kind of oppression from the Defendants. Conley because of the color of his skin, and I the Plaintiff, lost my career in real estate because of constant unfavorable changes in the mortgage industry since 2007-2008, and the Defendants are at the front the industry with very significant impact. In fact, I am working on getting a declaration from Jason Krumbine, a consumer law attorney in Richmond, who has had to file bankruptcies for former real estate agents in very large numbers compared to what it used to be before the market collapse of 2008

Wrongdoing of each individual defendant. When I signed my mortgage loan papers, it was with Countrywide Home Loans. Then, Bank of America Mortgage Servicing Corporation took over, and tried to foreclose. At one point they became Bank of America Bank, and they were servicing my loan. In fact, now Greentree Mortgage is sending me notices, therefore, it seems that the loan keeps getting sold or traded. All without any of my input, and this was never intended. Countrywide prided themselves by saying that they will never sell their loans, and that no one other than them will ever service their loans. That did not turn out to be the case. It is evident that when one enters the responsibility of servicing the loan from another entity, they have joined and several liability, because they all have one thing in common; to do business by trading and servicing my loan. If they have a choice to join in and jump ship at any time without authorization from me, the consumer, it is no wonder they did so many blunders and the United States District Court, for the District of Columbia , in the case of US v the Bank of America Corp., et al, (Case no 1:12-cv-00361-RMC) were all treated as such, and I am asking

this court to treat the defendants the same way, as a group, all taking part in what happened. When all the Defendants share in the same techniques to collect, hunt down the homeowners in default to foreclose, never mind they caused my inability to pay by eliminating my career, they share in the responsibilities of the outcome as well. Also, I would like to point out something really important; in every single deed of trust, including mine, the loan is never transferrable to another individual, as in between a buyer and a seller. The mortgage companies did away with this opportunity years ago, due to greed, because they want to charge interest all over again each and every time a new owner purchases the home. And the majority of the interest is paid upfront in the first half of the loan. The lenders are likely to say that a purchaser may buy a property with the note in place with their authorization, however, I would like to ask them what is the last time they have done that, how many times in the last decade compared to whole mortgages where the purchaser gets another 30 years of payments. There is a lot of iniquity in the way the lenders do business today. However, when the Defendants want to sell my loan, change their name, do whatever they want to me and my loan, somehow they are not held to the same approval standard by the consumer. Why not? Could it be because of their successful lobbying to our lawmakers?

As far as the Deed of Trust provision in paragraph 15, where Defendants note that they must be notified in writing by me, the Plaintiff, I would like to ask them again to see the notes from their own representative at B of A, that I was constantly sending correspondence to work out a workable loan modification. And I was ignored each time after June 13, 2010. That is the day that I met with the Defendats and everything looked like things were going to work out. Instead, the Defendants moved to foreclose in October, 2010, which was cancelled because of the robo signing scandal. Furthermore, reading paragraph 15 addresses another major iniquity, and I quote:

"*Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means.....Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender*" There is a big difference in meaning and language. Unfortunately, the Defendants were geniuses at loosing documents, which I am left to presume as one of several reasons why I did not receive my loan modification.

Please do not forget, that I did not receive a 30 days acceleration letter also required by the Deed of Trust on paragraph 22, as per the original complaint, in violation of Code 15 U.S.C. 1692e (10). I was mislead that I was to receive the loan modification promised me in Atlanta, GA, while in reality foreclosure efforts were under way, and strangers were driving to my house.

The HAMP violations that the Defendants refer to are not just HAMP violations. In Atlanta, I received the paperwork signed by the Defendants' representative (to this day, I cannot read her name, sorry), which stated the conditions under which I would receive a loan modification. Please refer to **Exhibit AA** I had to submit a hardship letter, 2 years of tax returns, and a recent utility bill. They received everything immediately. However, no appraisal was

done by the Defendants to get a current value of my home. It looks to me as a breach of contract, mostly verbal, however, there is the No Solution Statement in **Exhibit AA** explaining what must be done to get the modification. I had all the items ready for Defendants anyway, however, they decided to get my tax returns by having me sign a statement that they can request them themselves directly from the IRS, instead of the copies I provided from the IRS, stamped by the IRS, requested through NACA. I wasted a trip to the IRS at their request for nothing. What the Defendants are saying here is that they can do neglectful, sloppy work, at best, and they should not be accountable for it, which, I hope that the court will disagree with such a statement.

In the Defendants motion, they complain about "confusing allegations of fact, and no attempt to connect factual narrative to specified breaches of duty, contract, or law. I hope I have cleared some of that here in my response. However, the Defendants, has been putting the odds on their side for so long by being extremely unfair to consumers such as myself in ways mentioned in my complaint, that in the United States of America v Bank of America Corp, et al (case number 1:12-cv-00361-RMC), in the settlement term sheet, Exhibit A (theirs not mine Exhibit A), was often not supported by existing laws, however it was more than supported by common sense. Examples:

"*Third Party Provider Oversight (pg A-12). A. Oversight Duties Applicable to All Third Party Providers. Servicer shall adopt policies and processes to oversee and manage foreclosure firms, law firms, foreclosure trustees, subservices, and other agents, independent contractors, entities and third parties (including subsidiaries and affiliates) retained by or on behalf of Servicer that provide foreclosure, bankruptcy or mortgage servicing activities (including loss mitigation) (collectively, such activities are "Servicing Activities" and such providers are "Third-Party Providers.....*" This is extremely important as there was no organized effort between the Servicer, the Defendants and third parties. Shapiro and Burson, LP, of Virginia Beach, who was hired by the Defendants, did a lot of unauthorized things, that the Defendants are now responsible for. They are famous in our area of doing unauthorized foreclosures without proper notices or communication, and they did me the same way too.

"*Quality Assurance Systems Review. (pg A11). Servicer shall conduct regular reviews, not less than quarterly, of a statistically valid sample of affidavits, sworn statements, Declarations filed by or on behalf of Servicer in judicial foreclosures or bankruptcy proceedings and notices of default, notices of sale and similar notices submitted in non-judicial foreclosures to ensure that the documents are accurate and comply with prevailing law and this Agreement*" This new agreement, mortgage companies are no longer allowed to proceed without proper documentation like it happened to me. In fact, there was a big judgment against them because of these unfair dealings

There are now loss mitigation requirements, which did not exist before, and the Defendants did not feel they had to follow any specific procedures before the judgment on this class action lawsuit, and people could wait years for their modification.

CONCLUSION

As best as the Plaintiff could prepare a response to the court and the Defendants, I hope I presented an adequate response, and I would plead with the court to not grant the Defendants their motion to dismiss my case.

Due to the fact that the mortgage companies had far more influence on the laws governing mortgages, than the consumers, I am in an area not familiar with. The Plaintiff is, therefore, asking the court for permission to amend the complaint. I am hoping to make it a simpler case, and easier to follow, even though it explains events that happened in the span of several years. And, if permission to amend my complaint is granted, I am asking the court for 14 days from today to file the amended complaint. Some of the work has already been done and is included in this response.

Respectfully submitted,

Elizabeth Streza, Plaintiff, pro se

2244 Orion Rd.
Jarratt VA 23867
434-378-3880

Nov 1, 2013

Date

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of November, 2013, I filed a true copy of the foregoing at the United States District Court for the Eastern District of Virginia, Richmond Division, and sent complete copies via U. S. Mail to the following:

Sarah K. McCanaughy

McGuire Woods LLP

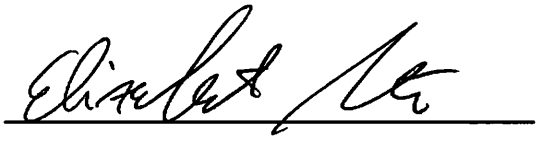
World Trade Center

101 West Main Street

Suite 9000

Norfolk, VA 23510-1655

757-640-3710



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Nov. 1, 2013